

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
CHANGE HEALTHCARE TECHNOLOGIES LLC.,

CONTRACT #36706  
AMENDMENT #3  
PAGE 1 OF 3

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Change Healthcare Technologies LLC., with a principal place of business in Alpharetta, Georgia (the "Contractor") that the contract between them originally dated as of December 10, 2017, Contract # 36706, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$733,210.46 to \$911,107.93, representing an increase of \$177,897.47.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 9, 2021 to December 9, 2022. The Contract Term may be renewed for one additional one-year period by agreement between the Parties.
- III. **Attachment A, Scope of Services.** The Scope of Services is amended as follows:

Exhibit A-1 to Attachment B Fees Summary, Payment Schedule and Administration Fees Summary on Page thirty-five of the base Contract is hereby amended by the addition of the following requirements:

Optional Renewal Terms for the Contract year five and optional Contract year six:

- \$169,882.63 due on the fourth anniversary of the OF Effective Date.
- \$169,882.63 due on the fifth anniversary of the OF Effective Date.

Section 1.0 (Service Pricing) of Exhibit SOW B-1 of Attachment A IMPLEMENTATION, EDUCATION AND CONSULTING SERVICES InterQual® is amended by the addition of the following table:

**Exhibit B-1**

**IMPLEMENTATION, EDUCATION AND CONSULTING SERVICES TERMS**

**InterQual® Services**

**1.0 SERVICE PRICING FOR DEPARTMENT OF VERMONT HEALTH ACCESS (MHS13742-COS-2-M)**

This Services Order, also referred to as Change of Scope MH13742S-COS-2 (the "COS") adds contract year five Services to Contract No. 36706 / Service Contract No. MHS13742.

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Table 1: InterQual Education Services

<b>InterQual Services</b>	<b>Number of Participants</b>	<b>Contract Year 5</b>	<b>Option Contract Year 6</b>
<u>ILS LOC: InterQual® (Acute)</u> <ul style="list-style-type: none"> <li>• LOC: InterQual Acute Criteria <ul style="list-style-type: none"> <li>➤ VILT/Web (Material 75005568)</li> </ul> </li> </ul>	Up to 6 participants annually	\$975.38	\$975.38
<u>ILS LOC: InterQual® (ORC)</u> <ul style="list-style-type: none"> <li>• LOC: Post Acute Outpatient Criteria <ul style="list-style-type: none"> <li>➤ VILT/Web (Material 75005574)</li> </ul> </li> </ul>	Up to 9 participants annually	\$1,463.07	\$1,463.07
<u>ILS BH: InterQual® (Behavioral Health)</u> <ul style="list-style-type: none"> <li>• BH: InterQual Behavioral Health Criteria (2 Sessions to cover all BH Modules) <ul style="list-style-type: none"> <li>➤ VILT/Web (Material 75005562)</li> </ul> </li> </ul>	Up to 11 participants annually	\$3,576.39	\$3,576.39
<u>ILS CP: InterQual® (Procedures &amp; DME)</u> <ul style="list-style-type: none"> <li>• CP: InterQual Care Planning Criteria <ul style="list-style-type: none"> <li>➤ VILT/Web (Material 75005565)</li> </ul> </li> </ul>	Up to 9 participants annually	\$2,000.00	\$2,000.00
<b>Fixed Fee Total:</b>		<b>\$8,014.84</b>	<b>\$8,014.84</b>

IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Exhibit A-1 Payment Schedule for Products and ASP Services License Fees, of Attachment B (Page thirty-five of the Base Contract) is amended by the addition of the following requirements.

- Optional Renewal Terms for Contract Year Five and Contract Year Six:

\$169,882.63 due on the fourth anniversary of the OF Effective Date.

\$169,882.63 due on the fifth anniversary of the OF Effective Date.

Payment Schedule for Service Fees:

- \$8,014.84 due upon completion of the year five end user training services. Fee reflects a discount of fifteen percent (15%).
- \$8,014.84 due upon completion of the option year six end user training services. Fee reflects a discount of fifteen percent (15%).

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Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

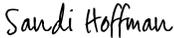
SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL. The parties agree that any changes, after the latest date in the signature block below, to the State of Vermont Cybersecurity Standard 19-01, are not applicable to the Contract, unless agreed by the parties in a signed writing.:<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of three (3) pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**BY THE STATE OF VERMONT:**

DocuSigned by:



12/8/2021

SANDI HOFFMAN

DEPUTY COMMISSIONER  
280 State Drive, NOB 1 South  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: [Adaline.Strumolo@vermont.gov](mailto:Adaline.Strumolo@vermont.gov)

**BY THE CONTRACTOR:**

DocuSigned by:



12/8/2021

KEITH ANDELMAN, VP SALES

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